

Postville CSD

Educ. Support Empl. Assn./ISEA

7/1/2006 6/30/2009

# **MASTER CONTRACT**

**BETWEEN**

**THE POSTVILLE EDUCATION SUPPORT  
EMPLOYEES ASSOCIATION**

**AND**

**THE POSTVILLE COMMUNITY  
SCHOOL DISTRICT**

**FOR THE**

**2006-2007, 2007-2008, AND 2008-2009  
SCHOOL YEARS**

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# **ARTICLE I**

## **GRIEVANCE PROCEDURE**

### **A. DEFINITION**

A grievance is a claim by an employee, or a group of employees, that there has been a violation, misrepresentation, or misapplication of any provision of the agreement.

### **B. APPLICATION**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting employees, both parties agree that these proceedings will be confidential as may be appropriate at any level of procedure.

The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The time limits may, however, be extended by mutual agreement.

The school district shall not be required to process any grievance beyond level one (informal) unless it is submitted on the proper form as listed in Schedule A.

In the event a grievance is filed at such time that it cannot be processed through the maximum extension of the steps in this grievance procedure by the end of the school year, every effort shall be made by the parties involved to expedite the grievance procedure process.

It is agreed by both parties to make every effort to avoid interference with or interruption of the instructional program or assigned duties in the handling or processing of any grievance.

### **C. PROCEDURES**

#### **1. Level One – Immediate Supervisor (informal)**

Any employee with a potential grievance shall notify his/her immediate supervisor within ten (10) days from the date of the occurrence of the event giving rise to the grievance. An attempt shall be made to resolve any grievance in informal verbal discussion between the aggrieved party and his/her immediate supervisor.

If the grievance still exists ten (10) formal days after the notification of the immediate supervisor, the aggrieved party may invoke the formal grievance procedure by filing of the formal, written grievance (on the form set forth in Schedule A). Said grievance shall be filed with the Association and building principal within five (5) days of the disposition of the grievance through level one of the grievance procedure.

#### **2. Level Two – Building Principal (formal)**

The appropriate principal or designee shall indicate his disposition of the grievance in writing within five (5) days of the presentation of the formal grievance; one copy to the aggrieved party, one copy to the Association and one copy to the Superintendent.

If the aggrieved party or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) day period, the grievance shall be transmitted to level three.

### 3. Level Three - Superintendent

The Superintendent or his designee shall meet with the aggrieved party and the Association within five (5) days of receipt of the grievance. Within ten (10) days of receipt of the grievance, the Superintendent or his designee shall indicate his disposition of the grievance in writing; one copy to the aggrieved party, one copy to the Association, and one copy to the Principal.

If the aggrieved party or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) day period, the grievance shall be transmitted to level four.

### 4. Level Four - Arbitration

If the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration within five (5) days of the Superintendent's disposition. Arbitration may be invoked only with the approval of the Association, and in the case of an employee grievance, only with the approval of the public employee.

Within ten (10) days after written notice to the Superintendent, the Superintendent and the Association shall attempt to agree upon a mutually acceptable Arbitrator and shall obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator, or to obtain such a commitment within the specified period, a written request for a list of three arbitrators shall be made to the Public Employment Relations Board by either party. The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) days, and the other party shall have one (1) additional day to remove one of the two remaining names. The person whose name remains shall be the Arbitrator.

The Arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his decision not later than fifteen (15) days from the date of the close of the hearings, or, if oral hearings are waived, then from the date the final statements and proofs on the issues are submitted to him. The Arbitrator's decision shall be in writing and shall set forth his findings of the fact, reasoning and conclusions on the issues submitted. His authority shall be limited to deciding only the issue or issues presented to him by the school district and the Association.

Expense for the Arbitrator service shall be borne equally by the school district and the Association.

## D. MEETINGS AND HEARINGS

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives.

## E. RIGHTS OF EMPLOYEE TO REPRESENTATION

Any aggrieved employee under this procedure shall be represented at all stages of the grievance procedure by him, or at his/her option, accompanied by a representative selected or approved by the Association.

## G. GROUP GRIEVANCE

If in the judgment of the Association, grievance affects a group of employees, the Association may submit such a grievance by filing the appropriate form with the Superintendent directly and the processing of such grievance shall be commenced at level three. The grievance filed under this procedure must be filed within ten (10) days from the date of the occurrence of the event giving rise to the grievance.

## **ARTICLE II**

### **JOB CLASSIFICATION**

The following shall be the job classification for the members of the bargaining unit.

A. Custodian

- a) Custodian (Full-time)
- b) Custodian (Part-time)

B. Food Service

- a) Cooks (Full-time/Part-time)
- b) Part-time Kitchen Help

C. Secretaries

- a) Elementary Secretary
- b) Secondary Secretary

D. Paraprofessional

- a) Full-time
- b) Part-time

E. Educational Interpreter

- a) Full-time
- b) Part-time

## ARTICLE III WAGES

### A. WAGE INCREASE

The hourly wage for the **2006-2007** contract year shall be increased by **.62 cents** per hour.  
The hourly wage for the **2007-2008** contract year shall be increased by **.62 cents** per hour.  
The hourly wage for the **2008-2009** contract year shall be increased by **.62 cents** per hour.

### B. STARTING WAGE

The Board may at its discretion hire an employee at a higher wage but no more than the lowest hourly wage than the lowest wage in the category for that position.

### C. PAY PERIODS

Each employee shall be paid on the 20<sup>th</sup> of each month at their regular buildings and on their regular school day.

### D. OVERTIME

Employees will not be authorized to serve more than forty (40) hours in any week without prior approval of their immediate supervisor or Superintendent and receive comprehensive time.

### E. PAYMENT OF WAGES

Employees shall only be paid for work actually performed as assigned. .

### F. SUPPLEMENTAL PAY

Custodians:	One time (every three years) \$500 supplemental pay for receiving Asbestos, Housekeeping, and Boiler Certification.
Paraprofessionals:	One time (every three years) \$500 supplemental pay for receiving Highly Qualified Paraprofessional Status <b>or fifteen (15) clock hours of training time.</b>
Cooks:	One time (every three years) \$500 supplemental pay for receiving American Food Service Association Certification.
Secretaries:	One time (every three years) \$500 supplemental pay for receiving 32 clock-hours of training.

Advancement toward supplemental pay will not be allowed unless course work is completed in the field in which one is assigned.

### G. STAFF MEETINGS

Staff meetings commencing before or after individual employees normal assigned working hours shall be paid each individual employee hourly wage.

## **ARTICLE IV INSURANCES**

### **A. DEFINITION**

As used in this Article, full-time employee means any employee who normally works thirty (30) or more hours per week.

### **B. HEALTH INSURANCE**

**The school district will pay the premium cost of single coverage Plan F (\$1000 deductible).**

**Any employee who elects to take single Plan G (\$1300 deductible), single Plan H (\$1800 deductible), or single Plan I (\$2300 deductible), shall have the difference between single Plan F and premium cost of Plan G, H, I placed into a Flexible Spending Account, premium for family coverage of Plan G, H, I, or cash\*.**

**Employees who elect to take a qualified high deductible health plan (G, H, I) shall have the difference between single Plan F and the premium cost of the high deductible plan (G, H, I) placed into a Health Savings Account, family coverage, or cash\*. Remaining money not used for premium payments and Health Savings Account's maximum contribution shall be taken as cash\*.**

**Employees who elect to take a qualified high deductible health plan (G, H, I) and are not eligible to contribute to a Health Savings Account shall have the difference between single Plan F and the premium cost of the high deductible plan (G, H, I) placed into a Flexible Spending Account, family coverage, or cash\*.**

**Cash paid to the eligible employee can be used to purchase a Tax Shelter Annuity (TSA). TSA contributions will be subject to FICA/Medicare and IPERS deductions, but not federal and state taxes.**

**\* Cash options will be subject to all federal and state taxes.**

### **C. DENTAL INSURANCE**

**Each full-time employee shall be covered by a one thousand dollar (\$1000) dental insurance plan. Employees may purchase a family dental plan at their own expense.**

### **D. DISABILITY**

The school district shall provide disability income protection for the eligible employees to the amount of 60% of their actual salary with a ninety (90) calendar day waiting period before such policy goes into effect.

### **E. COVERAGE**

The insurance programs shall be for twelve (12) consecutive months. When necessary, payment of premiums on behalf of the covered employee shall be made retroactively or prospectively to assure uninterrupted coverage.



**F. DESCRIPTIONS**

**Upon employment, it shall be the responsibility of the Superintendent to inform the employee of all insurance and annuity benefits. Proof of this meeting for explanations of these contract items shall be shown by their signature on form Schedule C.**

The Board shall provide each employee copies of the insurance coverage provided herein as soon as practicable after the beginning of the school year or date of employment. The Board shall be responsible for providing insurance information in the form of applications and enrollment meetings.

**Upon final settlement of a new Master Agreement, it shall be the responsibility of the PESEA negotiation team to inform the Association membership of all decisions affecting insurance.**

**G. LIABILITY PROTECTION**

**Each employee shall be protected to the extent of the liability insurance coverage carried by the school district while acting in the lawful discharge of their duties within the scope of their employment.**

**H. WORKER COMPENSATION**

**Employees electing to receive supplemental workers compensation benefits will supplement the difference between any workman's compensation benefits and 100% of ones wages, but receipt of these wages will result in a deduction of a day from the employee's accumulated sick leave, vacation leave, earned compensatory time for each day that he/she receives these supplemental benefits, and that these benefits will cease when the accumulated leaves are used up.**

**If an employee receives workman's compensation only, no deductions from his/her accumulated sick leave, vacation leave, earned compensatory time will be made.**

**I. CONTINUATION**

**In the event an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year.**

**Employees on unpaid leave for one (1) month or longer shall have the option to continue any or all of the insurance programs by paying the premiums themselves to the District within thirty (30) days of the billing date.**

**J. SELECTION OF CARRIERS**

**After considering the recommendations of the Association, all insurance program carriers shall be selected by the Board. If a change in carrier occurs maintaining a comparable coverage will be a priority.**

## **ARTICLE V**

### **DUES DEDUCTION**

#### **A. AUTHORIZATION**

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of Association dues. The form of the assignment shall be as determined by the Board.

#### **B. REGULAR DEDUCTION**

The Board shall make monthly deductions, commencing with the October payroll and continuing through June, in equal amounts with such authorization by September 5.

#### **C. DURATION**

An employee's dues may be deducted only upon the employee's written request and the employee may terminate the dues deduction at any time by giving thirty (30) days written notice to the Board and to the Association.

#### **D. TRANSMISSION OF DUES**

The Board shall remit to the Association the total monthly deduction for the Association dues within twenty (20) school days following the regular pay period.

#### **E. ASSOCIATION RESPONSIBILITY**

It shall be the responsibility of the Association to inform its members of the procedures for payroll deductions and distribute the approved form for the same.

#### **F. HOLD-HARMLESS CLAUSE**

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction.

## ARTICLE VI LEAVES

### A. SICK LEAVE

All employees will be granted school days sick leave according to the following schedule:

Years of Employment	Number of Days of Sick Leave
First	10
Second	11
Third	12
Fourth	13
Fifth	14
Sixth	15
Subsequent Years	15

Unused sick leave is accumulated to 120 days. The Board may, in each instance, require such reasonable evidence as it may require confirming the necessity of sick leave.

A day for sick leave purposes for employees shall be defined as the individual employee's normal assigned working hours.

All employees working less than 30 hours/week and employed in the current school year who return for the following school year, will be at the second year of service for purposes of accumulation of sick leave.

Each employee shall be notified of his/her accumulated sick leave days no later than the last day of each fiscal year. Each employee shall verify acceptance of the accumulated sick leave by signing the appropriate form.

### B. SICKNESS IN THE FAMILY

**Two (2) sick leave days** will be granted yearly from accumulated sick leave for illness of an immediate family member consisting of spouse, mother, father, son, daughter, mother-in-law, father-in-law, **son-in-law, daughter-in-law**, sister, brother, and grandchild. This leave will not be accumulative.

### C. EMERGENCY LEAVE

**At the beginning of each school year, each employee who is employed more than twenty (20) hours per week should be granted without loss of pay one (1) day in the event of a major surgery or of any emergency illness or injury in the immediate family. The immediate family should be defined as spouse, mother, father, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, and grandchild.**

**Major surgery shall mean that any surgery which the attending physician, prior to surgery, expects the patient to be hospitalized forty-eight (48) hours or more. The attending physician's written statement must accompany the request.**

**An emergency absence form (Schedule A) shall be filled out and returned to the Superintendent's office within a reasonable time after the absences.**

D. ADDITIONAL LEAVE

**Additional days shall be granted at the discretion of the Superintendent. Each request for additional days shall be considered on its own merit insofar as length of time and loss of pay.**

E. BEREAVEMENT

Death in the immediate family shall be reason for not more than five (5) days in any one school year without loss of pay to any employee employed more than twenty (20) or more hours per week. Immediate family consist of spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, **son-in-law, daughter-in-law**, sister-in-law, brother-in-law, aunt, uncle, grandparents, and grandchildren.

F. PERSONAL

At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal business. A personal business day may be used for any purpose at the discretion of the employee provided they state the reason.

A third day of personal leave may be taken without pay.

Employees desiring to use said personal leave shall apply as far in advance as possible. Personal leave **may accumulate to five (5) days**.

G. JURY AND LEGAL

Any employee called for jury duty during school hours shall be provided each time with pay. Any fees or remuneration the employee receives during such time shall be turned over to the school district.

H. FMLA

FMLA is incorporated into the contract by reference. Implementation of FMLA will result in no loss of contract rights of benefits.

## **ARTICLE VII**

### **VACATIONS**

All twelve (12) month full-time employees shall be provided with vacation using the following schedule:

Years of Employment	Vacation Days
1-3 years	5 days
4-10 years	10 days
over 10 years	15 days

The Superintendent shall establish a vacation schedule for all twelve (12) month full-time employees.

## **ARTICLE VIII HOLIDAYS**

All twelve (12) month employees shall receive the following paid holidays:

- a) Labor Day
- b) Thanksgiving Day
- c) Christmas Day
- d) One (1) day during the school Christmas break
- e) New Year's Day
- f) ½ day on Good Friday
- g) Memorial Day
- h) July 4

All nine (9) and ten (10) month employees will receive seven (7) paid holidays: New Year's Eve, New Year's Day, Good Friday, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day.

When a holiday falls on a Saturday or Sunday, the employees shall receive the proceeding Friday or succeeding Monday as a paid holiday. The Superintendent or his/her designee shall select a custodian or custodians to work such day(s) as need warrants.

## **ARTICLE IX STAFF REDUCTION**

When it becomes necessary to reduce staff, either full or part-time, the Superintendent shall determine which employee shall be reduced. The Superintendent shall make his determination based upon the overall goals, needs and objectives of the District after examining the qualifications, abilities, competency and overall performance of the employee in the duties to which the employee has been assigned.

Any staff reduced pursuant to this Article shall be notified two (2) weeks prior to the effective date of said reduction. Full and part-time employees are re-employed unless they have been reduced.

### **RECALL PROVISIONS:**

1. Recall will only be for a job classification previously held.
2. They may apply for a different job classification for consideration.
3. Recall is for one year. Those employees laid off prior to May, June, July, and August have through August of the next year as their one-year recall.
4. Applies to both full-time and part-time except a part-time person has no right to a full-time position. Full-time may go to part-time, but if they don't accept they maintain rights to recall.
5. Buildings and Grounds and Head Cook

Other employees have no right to take these positions if open. (no recall rights to these two positions)

## **ARTICLE X**

### **EVALUATION PROCEDURE**

#### **A. ORIENTATION**

Employees shall be given a copy of the evaluation form to be used in their evaluation.

#### **B. FORMAL EVALUATION**

1. All formal evaluations shall consist of a written assessment of the employee's competence and shall include observations upon which the evaluation is based.
2. Employees shall be formally evaluated at least one (1) time each year during their first two (2) years of employment. Other employees shall be evaluated once every other year prior to April 1 unless such evaluation is mutually waived.
3. A private conference regarding the evaluation shall be held between the evaluator and the employee within seven (7) calendar days of the completed evaluation.
4. The evaluation form shall be signed by both parties and the employee's signature shall only indicate awareness of the contents.
5. Evaluation of employees by the employer shall not be limited in any way at other times of the year, nor in any manner. The employer may evaluate through general observance, other written methods, verbal communications or other methods or a combination of method the employer so chooses.

#### **C. RESPONSE**

An employee disagreeing with the contents of the formal evaluation may write a reply defense or comments relative to specific statements within fourteen (14) calendar days of receipt of the written evaluation form. The response will be initiated by both parties and attached to the formal evaluation.

#### **D. RIGHT TO GRIEVE**

All employee's evaluations are to be fair and accurate. An employee who has been evaluated has the right to grieve all evaluations, including the right to challenge said evaluations as unfair, unjust or inaccurate through the grievance procedure as set forth in this agreement only if the employee is adversely impacted by the evaluation. Adversely impacted is defined as termination for just cause. The right to grieve evaluations does not apply to procedures set forth in Article IX, STAFF REDUCTION, of this agreement.

All time lines as they pertain to filing a grievance are waived in regard to challenging past evaluations once adverse action is taken by the school district. Only evaluations conducted during the previous two (2) years to the notification of termination date may be grieved.



## **ARTICLE XI**

### **TRANSFER PROCEDURES**

#### **A. NOTIFICATION OF VACANCIES**

Within a reasonable time after learning that a vacancy exists or will exist and it has been determined that the vacancy shall be filled, a notice to the effect that applications are being accepted shall be posted in the office of the Superintendent and the office of the Elementary/Middle School Principal and the Elementary Teachers Lounge.

#### **B. FILING REQUESTS**

Employees desiring a transfer shall file a written application with the Superintendent. Applications shall be submitted no later than five (5) days after the posted notification. If every staff member has been contracted and none are interested in the vacancy, the posting requirement is waived by the Association.

#### **C. VOLUNTARY TRANSFER PROCEDURES**

1. In considering requests for voluntary transfers to fill a vacancy, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the requirements of the school system or that the transfer is not acceptable to the Superintendent.
2. If two or more employees apply for the same position, determination as to which employee shall be transferred shall be made by the Superintendent on the basis of qualifications, abilities, competency, suitability for the position and overall goals and needs of the District. If any application for voluntary transfer is denied, the applicant will be given reasons for the denial. Denial of a voluntary transfer shall be nongrievable.
3. Nothing herein shall be construed to deny the employer the right to hire a new employee to fill any vacancy.

#### **D. INVOLUNTARY TRANSFER PROCEDURES**

When in the judgment of the Superintendent, an involuntary transfer becomes necessary, an employee's qualifications, abilities, competency, suitability for the position and overall goals and needs of the District shall be considered in determining the transfer. The employee shall be notified in writing at the earliest possible date of the change to take place and the reasons for the change. In no event will the employee(s) involved be notified later than June 30, unless master contract impasse procedures have been initiated by either party, or are in progress.

1. Employees involuntarily transferred will maintain their current rate of pay.

In the event the employee will not accept the involuntary transfer, such refusal will be grounds for dismissal for cause.

## **ARTICLE XII**

### **PHYSICAL EXAMINATIONS**

**All employees shall present evidence of good physical health prior to their initial payment.**

The cost of the initial physical examination will be reimbursed by the Board up to a cost of \$150.00.

**A medical examination form (Schedule B) shall be filled out and returned to the Superintendent's office.**

## ARTICLE XIII DURATION AND SIGNATURE

### A. DURATION PERIOD

This agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2009. For the first fiscal year of the contract, the 2006-2007 school year, the hourly increase shall be **.62 cents**, which results in an approximate total package increase of **5.9%** over the previous fiscal year. Thereafter, in the second year of the contract, the 2007-2008 school year, the hourly increase shall be **.62 cents**, which results in an approximate total package increase of **5.8%** over the previous fiscal year. The third year of the contract, the 2008-2009 school year, the hourly increase shall be **.62 cents**, which results in an approximate total package increase of **5.6%** over the previous fiscal year. The method of calculation of "total package increase" shall be consistent with the manner in which said calculation has been made for purposes of reporting to the Public Employment Relations Boards in the years immediately preceding this contract modification.


### B. SIGNATURE CLAUSE

In witness whereof, the parties have caused this Agreement to be signed by their respective presidents, attested by their respective Chief Negotiators, and their signature placed thereon, all on the 13 day of February 2006.

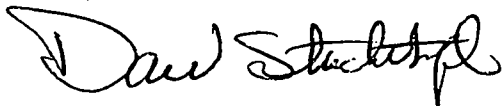
Postville Community School District

Postville Education Support Employees  
Association

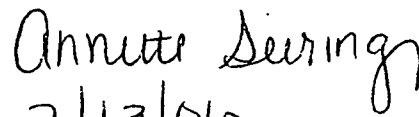
By: Brad Rekow  
Board President

  
2-13-06

By: David Strudthoff  
Superintendent

  
2/13/06

By: Annette Deering  
Association's Chief Negotiator

  
2/13/06

**SCHEDULE A**  
**EMERGENCY LEAVE FORM AND FAMILY SICKNESS FORM**

Date of Absence \_\_\_\_\_

Name of Absentee \_\_\_\_\_

EMERGENCY LEAVE (Article VI, Section C)

Nature of emergency (please attach physician's written statement)

SICKNESS IN THE FAMILY (Article VI, Section B)

Number of days used for family sickness including this date \_\_\_\_\_

Nature of serious illness (please explain in a short narrative statement)

Applicant Signature \_\_\_\_\_

Superintendent's Signature \_\_\_\_\_

Building Secretary Initials \_\_\_\_\_

This form is to be completed and returned to the Business Manager.

## SCHEDULE B MEDICAL EXAMINATION FORM

Employee Name \_\_\_\_\_

The medical examination required by the Board of Education has been made by me or under my supervision and the following conclusions are:

Tuberculosis Testing:

Mantoux \_\_\_\_\_ Date \_\_\_\_\_ and/or

Chest X-Ray \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ In my opinion this individual has no physical, emotional or mental disability, is free from tuberculosis and other communicable diseases and has no other defect which might threaten or endanger the well-being of co-workers or pupils.

\_\_\_\_\_ In my opinion this individual is physically and emotionally able at this time to perform the work assigned, but has the following disabilities or limitations. (Please indicate whether they are correctable and whether treatment is being received)

\_\_\_\_\_  
\_\_\_\_\_

I would recommend modification of work program as follows:

\_\_\_\_\_ On the basis of my examination, I feel this individual is not presently capable of performing the work assignment for the following reason(s).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Physician Signature: \_\_\_\_\_

Physician Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE C

I \_\_\_\_\_ have met with the Postville Superintendent of Schools and the Superintendent has explained the insurance and annuity benefits. I am responsible for notifying the Secretary of the Board of Education within a reasonable time after employment for the following:

1. Signing up for the insurance benefits
2. or, signing up for the 403b annuity benefit
3. or, placing these dollars toward the family insurance benefit
4. or, Health Savings Account / Flexible Spending Account
5. or, cash

Date \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Superintendent's Signature